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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/612,190	07/02/2003	Shawn Allen Clymer	RSW920030046US1/IBM037PA	4146
58505	7590	07/23/2008	EXAMINER	
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b>	<b>Applicant(s)</b>	
	10/612,190	CLYMER ET AL.	
	<b>Examiner</b>	<b>Art Unit</b>	
	TREVILLIAN HIGHTER	2151	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

#### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

#### Status

- 1) Responsive to communication(s) filed on 02 July 2003.  
 2a) This action is **FINAL**.                    2b) This action is non-final.  
 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

#### Disposition of Claims

- 4) Claim(s) 1-10, 12-16, 18, 21 and 23-27 is/are pending in the application.  
 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.  
 5) Claim(s) \_\_\_\_\_ is/are allowed.  
 6) Claim(s) 1-10, 12-16, 18, 21 and 23-27 is/are rejected.  
 7) Claim(s) \_\_\_\_\_ is/are objected to.  
 8) Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

#### Application Papers

- 9) The specification is objected to by the Examiner.  
 10) The drawing(s) filed on 02 July 2003 is/are: a) accepted or b) objected to by the Examiner.  
 Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
 Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).  
 11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

#### Priority under 35 U.S.C. § 119

- 12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
 a) All    b) Some \* c) None of:  
 1. Certified copies of the priority documents have been received.  
 2. Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

#### Attachment(s)

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)            | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)   | Paper No(s)/Mail Date. _____ .                                    |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date <u>5/13/2005, 7/2/2003</u> .                                     | 6) <input type="checkbox"/> Other: _____ .                        |

## DETAILED ACTION

1. Claims 1-10, 12-16, 18, 21, and 23-27 are pending in this application. Claims 11, 17, 19, 20, and 22 have been cancelled.

### ***Claim Rejections - 35 USC § 101***

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

2. **Claim 26 is rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter. Claims 21 and 27 are dependent claims and are rejected also.**

3. With respect to claim 26, “a computer program product” and a “computer readable medium” is being recited. Applicant’s specification states that “any suitable computer readable medium may be utilized including hard disks, CD-ROMs, optical storage devices, a transmission media such as those supporting the Internet or an intranet, or magnetic storage devices.” Transmission media includes signals. A signal is not one of the categories of statutory subject matter. See MPEP 2106.01.

### ***Claim Objections***

4. Claim 16 is objected to because of the following informalities: The dependent claim refers to a cancelled claim. Line 1 states "The method of claim 11". For examination purposes, "claim 11" is interpreted as "claim 1". Appropriate correction is required.

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

**5. Claims 1-10, 12-16, 18, 21, and 23-27 are rejected under 35 U.S.C. 103(a) as being unpatentable over Lam et al. (EP 1 229 685 A2), in view of Bowman-Amuah (US Patent No. 6,611,867 B1).**

6. With respect to claim 1, Lam discloses determining a first value for a predetermined service level objective ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service (i.e. router) downtime per year. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios) included in a service level agreement ([0048], lines 1-3), wherein:

the first value corresponds to a value associated with threshold for failure to meet the associated service level objective ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service (i.e. router) downtime per year. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios);

determining a second value for the predetermined service level objective ([0049], lines 1-5, "Specific Example" column in table shows service level objectives with associated values. Performance objective is interpreted as service level objective values for a service level objective may represent various scenarios), wherein:

monitoring the resource by electronically obtaining service level agreement information for the resource that relates to the associated service level objective ([0023], lines 1-6);

evaluating the obtained service level agreement information to determine if the second value has been breached for the resource ([0033], lines 1-8; [0034], lines 1-11; [0035], line 1); and

generating an early warning notification indicating that failure to meet a service level objective of the service level agreement by a resource is about to occur if a determination is made that the second value has been breached ([0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios).

Lam does not disclose the service level objective specifies at least one measurable criterion against which the performance of an associated resource in a

corresponding information technology infrastructure is compared to determine if each criterion is met, and the second value corresponds to an early warning threshold value and is determined based upon the first value.

Bowman-Amuah, however, discloses the service level objective specifies at least one measurable criterion (column 56, lines 54-59, criterion is interpreted as the minimum level of service) against which the performance of an associated resource in a corresponding information technology infrastructure is compared (column 56, lines 54-59, current level of service of resources is compared to minimum level of service) to determine if each criterion is met (column 56, lines 54-59), and the second value corresponds to an early warning threshold value (column 56, lines 10-15 and 60-67, predetermined range) and is determined based upon the first value (column 56, lines 60-67, minimum level of service).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Lam with the teachings of Bowman-Amuah in order to maintain a certain level of service.

7. With respect to claim 24, Lam discloses a central data warehouse ([0055], lines 6-8, portions of memory reserved for holding data can be based on different organizations of stored data);  
at least one service level agreement information source that provides service level agreement information to the central data warehouse ([0055], lines 6-8,in order for portions of memory to hold data, a source must provide the information);

a datamart that stores service level agreement information that has been loaded therein from the central data warehouse ([0055], lines 6-8, portions of memory reserved for holding data can be based on different organizations of stored data); and an evaluator that extracts service level information from the datamart and evaluates the extracted service level information to determine if an early warning notification for a service level of objective of the service level agreement is appropriate ([0053], lines 1-5), wherein the early warning notification is determined based upon: a first value for the service level objective ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service (i.e. router) downtime per year. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios), and the first value corresponds to a value associated with threshold for failure to meet the associated service level objective ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service (i.e. router) downtime per year. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios); a second value for the predetermined service level objective ([0049], lines 1-5, "Specific Example" column in table shows service level objectives with associated values. Performance objective is interpreted as service level objective values for a service level objective may represent various scenarios); and an evaluation of the obtained service level agreement information to determine if the second value has been breached for the resource ([0033], lines 1-8; [0034], lines 1-11).

Lam does not disclose where the service level objective specifies at least one measurable criterion against which the performance of an associated resource in a corresponding information technology infrastructure is compared to determine if each criterion is met; and wherein the second value corresponds to an early warning threshold value and is determined based upon the first value.

Bowman-Amuah, however, discloses where the service level objective specifies at least one measurable criterion (column 56, lines 54-59, criterion is interpreted as the minimum level of service) against which the performance of an associated resource in a corresponding information technology infrastructure is compared (column 56, lines 54-59, current level of service of resources is compared to minimum level of service) to determine if each criterion is met (column 56, lines 54-59); and wherein the second value corresponds to an early warning threshold value (column 56, lines 10-15 and 60-67, predetermined range) and is determined based upon the first value (column 56, lines 60-67, minimum level of service).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Lam with the teachings of Bowman-Amuah in order to maintain a certain level of service.

8. With respect to claim 26, Lam discloses computer usable program code configured to determine a first value for a predetermined service level objective ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service (i.e. router) downtime per year. Performance objective is

interpreted as service level objective; values for a service level objective may represent various scenarios) included in a service level agreement ([0048], lines 1-3), and the first value corresponds to a value associated with threshold for failure to meet the associated service level objective ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service (i.e. router) downtime per year. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios); computer usable program code configured to determine a second value for the predetermined service level objective ([0049], lines 1-5, "Specific Example" column in table shows service level objectives with associated values. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios); computer usable program code configured to monitor the resource by obtaining service level agreement information for the resource that relates to the associated service level objective ([0023], lines 1-6); computer usable program code configured to evaluate the obtained service level agreement information to determine if the second value has been breached for the resource ([0033], lines 1-8; [0034], lines 1-11); and computer usable program code configured to generate an early warning notification indicating that failure to meet a service level objective of the service level agreement by a resource is about to occur if a determination is made that the second value has been breached ([0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios).

Lam does not disclose where the service level objective specifies at least one measurable criterion against which the performance of an associated resource in a corresponding information technology infrastructure is compared to determine if each criterion is met; wherein the second value corresponds to an early warning threshold value and is determined based upon the first value.

Bowman-Amuah, however, discloses where the service level objective specifies at least one measurable criterion (column 56, lines 54-59, criterion is interpreted as the minimum level of service) against which the performance of an associated resource in a corresponding information technology infrastructure is compared (column 56, lines 54-59, current level of service of resources is compared to minimum level of service) to determine if each criterion is met (column 56, lines 54-59); wherein the second value corresponds to an early warning threshold value (column 56, lines 10-15 and 60-67, predetermined range) and is determined based upon the first value (column 56, lines 60-67, minimum level of service).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Lam with the teachings of Bowman-Amuah in order to maintain a certain level of service.

9. With respect to claim 2, the claim is rejected for the same reason as claim 1 above. In addition, Bowman-Amuah discloses the early warning notification includes an indication of how close the resource is to failing to meet the service level objective (column 56, lines 54-59).

10. With respect to claim 3, Lam discloses the service level objective comprises an availability service level objective ([0049], lines 1-5, "% router uptime = 99.999%" in table show the percentage the resource needs to be available; performance objective is interpreted as service level objective and can be based on different scenarios).

11. With respect to claim 4, Lam discloses evaluating the obtained service level agreement information to determine if the second value has been breached for the resource comprises determining if the resource is within a predefined threshold value of failing an availability requirement of the service level objective ([0033], lines 1-8; [0034], lines 1-11); and generating an early warning notification if the resource is within the predefined threshold value of failing to comply with the availability requirement of the service level objective ([0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios).

12. With respect to claim 5, Lam discloses determining an amount of unavailability before the resource fails to comply with the availability requirement of the service level objective ([0033], lines 1-8; [0034], lines 1-11); and wherein generating an early warning notification if the resource is within the predefined threshold value of failing the availability requirement of the service level objective further comprises generating a notification that includes the determined amount of unavailability ([0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios).

13. With respect to claim 6, Lam discloses a plurality of additional service level objectives are associated with the resource, the method further comprising: determining for each additional predetermined service level objective included in the service level agreement ([0017], lines 1-2; variations in individual needs may include multiple performance objectives affecting a resource; [0049], lines 3-5, table shows service level objectives, entries 1 and 4, associated with a router); a first value associated with an associated service level objective breach ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service (i.e. router) downtime per year. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios); monitoring the resource by electronically obtaining service level agreement information for the resource that relates to each additional service level objective ([0023], lines 1-6); evaluating the obtained service level agreement information to determine each second value for any of the service level objectives that has been breached ([0033], lines 1-8; [0034], lines 1-11); determining a service level objective of the plurality of service level objectives which the resource is closest to failing to comply so as to identify a critical service level objective ([0027], lines 1-15); and wherein generating an early warning notification if the resource is within the predefined threshold value of failing to comply with the availability requirement of the service level objective comprises generating an early warning notification for the critical service level

objective ([0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios).

Lam does not disclose a second value corresponding to an early warning threshold value that is determined based upon the associated first value.

Bowman-Amuah, however, discloses a second value corresponding to an early warning threshold value (column 56, lines 10-15 and 60-67, predetermined range) that is determined based upon the associated first value (column 56, lines 60-67, minimum level of service).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the teachings of Lam with the teachings of Bowman-Amuah in order to maintain a certain level of service.

14. With respect to claim 7, Lam discloses only generating the early warning notification is generated for the critical service level objective, objective and not generated for other service level objectives in the plurality of service level objectives ([0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios).

15. With respect to claim 8, Lam discloses determining if the resource fails to comply with the availability requirement of the critical service level objective ([0033], lines 1-8; [0034], lines 1-11; [0035], line 1); determining a next service level objective of the plurality of service level objectives with which the resource is closest to failing to comply

so as to identify a subsequent critical service level objective ([0043], lines 1-2); and generating an early warning notification for the subsequent critical service level objective ([0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios).

16. With respect to claim 9, Lam discloses determining an amount of unavailability before the resource fails to comply with the availability requirement of the critical service level objective ([0027], lines 1-15); and wherein generating an early warning notification further comprises generating a notification that includes the determined amount of unavailability ([0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios).

17. With respect to claim 10, Lam discloses generating an early warning notification comprises sending a message to a console, generating an e-mail message, setting a simple network management protocol trap and/or updating a database and generating a report from the updated database ([0039], lines 1-6, message may be sent to a console or email in order to be viewed by customer; a message's content may vary).

18. With respect to claim 12, Lam discloses generating an early warning notification if the accumulated down time of the resource exceeds the early warning threshold comprises generating a notification that includes a remaining time before the accumulated down time of the resource exceeds the maximum down time ([0039], lines

1-6, service level agreement action can be generation of messages based on different scenarios).

19. With respect to claim 13, Lam discloses receiving notification that the resource is down ([0023], lines 1-6); and incrementing the accumulated down time while the resource is down ([0033], lines 1-8; [0034], lines 1-11; [0035], line 1).

20. With respect to claim 14, Lam discloses monitoring accumulated down time comprises periodically polling a resource to determine the accumulated down time of the resource (0049], lines 1-5, performance objective shows “max possible unscheduled router downtime per year = 4.5 hrs”, a router has to be polled in order to determine its downtime over a period of time).

21. With respect to claim 15, Lam discloses monitoring accumulated down time comprises polling a resource information data source to determine the accumulated down time of the resource (0049], lines 1-5, performance objective shows “max possible unscheduled router downtime per year = 4.5 hrs”, a router has to be polled in order to determine its downtime over a period of time).

22. With respect to claim 16, Lam discloses determining a maximum down time (MADT) for a resource to comply with the service level agreement ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service

(i.e. router) downtime per year. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios) and determining an early warning threshold (wed) based on the maximum down time ([0049], lines 1-5, "Specific Example" column in table shows service level objectives with associated values. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios) are repeated for a plurality of service level agreements ([0017], lines 1-2); wherein determining if the accumulated down time for the resource exceeds the early warning threshold comprises determining if the accumulated down time for the resource exceeds a minimum early warning threshold of the early warning thresholds for the plurality of service level agreements ([0033], lines 1-8; [0034], lines 1-11; [0035], line 1); and wherein generating an early warning notification if the accumulated down time of the resource exceeds the early warning threshold comprises generating an early warning notification if the accumulated down time of the resource exceeds the minimum early warning threshold ([0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios).

23. With respect to claim 17, Lam discloses the early warning notification includes an indication of how close the resource is to failing to meet the service level objective ([0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios).

24. With respect to claim 21, Lam discloses the early warning notification includes an indication of how close the resource is to failing to meet the service level objective ([0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios).

25. With respect to claim 23, Lam discloses determining a first value for a predetermined service level objective included in a service level agreement ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service (i.e. router) downtime per year. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios) comprises: determining a maximum down time (MADT) for a resource to comply with the service level agreement ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service (i.e. router) downtime per year. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios); determining a second value for the predetermined service level objective ([0049], lines 1-5, "Specific Example" column in table shows service level objectives with associated values. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios) comprises: determining an early warning threshold (wed) based on the maximum down time ([0049], lines 1-5, "Specific Example" column in table shows service level objectives with associated values. Performance objective is interpreted as service level objective;

values for a service level objective may represent various scenarios); monitoring the resource by electronically obtaining service level agreement information for the resource that relates to the associated service level objective ([0023], lines 1-6) comprises: monitoring accumulated down time (A) for the resource since a beginning of a compliance period associated with the service level agreement objective ([0023], lines 1-6); evaluating the obtained service level agreement information ([0033], lines 1-8;[0034], lines 1-11; [0035], line 1)comprises: determining if the accumulated down time for the resource exceeds the early warning threshold ([0033], lines 1-8;[0034], lines 1-11; [0035], line 1); and generating an early warning notification ([0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios) comprises: generating an early warning notification if the accumulated down time of the resource exceeds the early warning threshold ([0033], lines 1-8;[0034], lines 1-11; [0035], line 1).

26. With respect to claim 25, Lam discloses determine a maximum down time (MADT) for a resource to comply with the service level agreement ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service (i.e. router) downtime per year. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios); determine an early warning threshold (ewdt) based on the maximum down time ([0049], lines 1-5, "Specific Example" column in table shows service level objectives with associated values. Performance objective is interpreted as service level objective;

values for a service level objective may represent various scenarios); monitor accumulated down time (A) for the resource since a beginning of a compliance period associated with the service level agreement ([0023], lines 1-6); determine if the accumulated down time for the resource exceeds the early warning threshold ([0033], lines 1-8;[0034], lines 1-11; [0035], line 1); and generate an early warning notification if the accumulated down time of the resource exceeds the early warning threshold ([0033], lines 1-8;[0034], lines 1-11; [0035], line 1).

27. With respect to claim 27, Lam discloses computer usable program code configured to determine a first value for a predetermined service level objective ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service (i.e. router) downtime per year. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios) comprises computer readable program code configured to determine a maximum down time (MADT) for a resource to comply with the service level agreement ([0049], lines 1-5, "Specific Example" column in table shows the maximum possible unscheduled service (i.e. router) downtime per year. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios); computer usable program code configured to determine a second value for the predetermined service level objective ([0049], lines 1-5, "Specific Example" column in table shows service level objectives with associated values. Performance objective is

interpreted as service level objective; values for a service level objective may represent various scenarios) comprises computer readable program code configured to determine an early warning threshold (ewdt) based on the maximum down time ([0049], lines 1-5, "Specific Example" column in table shows service level objectives with associated values. Performance objective is interpreted as service level objective; values for a service level objective may represent various scenarios); computer usable program code configured to monitor the resource ([0023], lines 1-6); comprises computer readable program code configured to monitor accumulated down time (A) for the resource since a beginning of a compliance period associated with the service level agreement ([0023], lines 1-6); computer usable program code configured to monitor the resource by obtaining service level agreement information for the resource ([0023], lines 1-6) comprises computer readable program code configured to determine if the accumulated down time for the resource exceeds the early warning threshold ([0033], lines 1-8;[0034], lines 1-11; [0035], line 1); and computer usable program code configured to generate an early warning notification indicating that failure to meet a service level objective of the service level agreement [0039], lines 1-6, service level agreement action can be generation of messages based on different scenarios) comprises computer readable program code configured to generate an early warning notification if the accumulated down time of the resource exceeds the early warning threshold ([0033], lines 1-8;[0034], lines 1-11; [0035], line 1).

### ***Conclusion***

Any inquiry concerning this communication or earlier communications from the examiner should be directed to TREVILLIAN HIGHTER whose telephone number is (571)270-3806. The examiner can normally be reached on Monday-Friday 8:00-4:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Follansbee can be reached on (571)272-3984. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

THH 6/19/2008

Art Unit 2151

/John Follansbee/

Supervisory Patent Examiner, Art Unit 2151

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